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2 UNITED STATES DISTRICT COURT  
3 NORTHERN DISTRICT OF CALIFORNIA

4 LINDSAY SANTINI, on behalf of herself  
5 and others similarly situated,

6 Plaintiff,

7 vs.

8 WELLS FARGO BANK, a National  
9 Association with its principal place of  
business in the State of California,

10 Defendants.  
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CASE NO. 16-cv-01992-YGR

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING PLAINTIFF'S MOTIONS  
FOR: (1) FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT; (2) APPROVAL  
OF ATTORNEYS' FEES AND COSTS  
AND CLASS REPRESENTATIVE'S  
SERVICE PAYMENT AWARD**

**\*AS MODIFIED BY THE COURT\***

Complaint filed: April 15, 2016  
Trial Date: None set

1 Plaintiff Lindsay Santini (“Plaintiff” or “Class Representative”) and Defendant Wells  
2 Fargo Bank, N.A. (“Wells Fargo” or “Defendant”), through their counsel of record, have reached  
3 an agreement to settle claims in the putative class action, filed in the United States District Court,  
4 Northern District of California and captioned *Santini v. Wells Fargo Bank, a National*  
5 *Association*, Case No. 16-cv-01992-YGR (the “Action”). This matter came before the Court on  
6 September 12, 2017, for a hearing on Plaintiff’s Motions for: (1) Final Judgment and Order  
7 Approving Class Action Settlement; and for (2) Approval of Attorneys’ Fees and Costs, and Class  
8 Representative’s Service Payment Award. Due and adequate notice having been given to Class  
9 Members as required by the Court’s May 17, 2017 Preliminary Approval Order (Dkt. No. 48),  
10 and the Court having considered all papers filed and proceedings in this action, and having  
11 received no objections to the settlement, and determining that the settlement is fair, adequate, and  
12 reasonable, and otherwise being fully informed and good cause appearing therefor, it is hereby

13 **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

14 1. This Order adopts and incorporates by reference the terms and conditions of the  
15 Class Action Settlement Agreement and Release (“Settlement Agreement”), attached hereto as  
16 Exhibit 1, together with the definitions used therein.

17 2. The Settlement Agreement is fully and finally approved.

18 3. This Court has jurisdiction over the claims of the members of the Class asserted in  
19 this proceeding, personal jurisdiction over the Plaintiff and Defendant, and the members of the  
20 Class, as defined in the Settlement Agreement.

21 4. This Court previously conditionally certified the Class for settlement purposes.  
22 The Court hereby grants final certification approval for settlement purposes to the Class, defined  
23 as:

24 Individuals who, according to Wells Fargo’s personnel and payroll records, are  
25 or were employed by Wells Fargo in California as Phone Banker 1’s and/or  
26 Phone Banker 2’s at any time from April 15, 2012, through April 15, 2017.

27 5. The Court hereby grants final certification approval for settlement purposes to the  
28 Opt-In Class which consists of the following individuals: Class Members who cash their  
settlement checks, consenting to join this Action as a party plaintiff under 29 U.S.C. § 216(b) and

1 expressly releasing in writing any and all claims under the Fair Labor Standards Act of 1938, as  
2 amended, 29 U.S.C. §§ 201, *et seq.* that are or could be based on or related to the same matters  
3 alleged in the Complaint and/or First Amended Complaint. The members of the Opt-In Class are  
4 also Members of the Class.

5           6. Notice of Settlement given to the class fully and accurately informed Class  
6 Members of all material elements of the proposed settlement and of their opportunity to exclude  
7 themselves from, object to, or comment on the settlement, and to appear at the final approval  
8 hearing. The notice was reasonable and the best notice practicable under the circumstances.  
9 Accordingly, this Court finds that the notice program described in the Settlement and completed  
10 by the Administrator complied fully with the requirements of due process, the Federal Rules of  
11 Civil Procedure, and all other applicable laws.

12           7. The Settlement Agreement is not an admission by Defendant or by any other  
13 Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing  
14 by Defendant or any other Released Party. Neither this Order, the Settlement Agreement, nor any  
15 document referred to herein, nor any action taken to carry out the Settlement Agreement, may be  
16 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or  
17 liability whatsoever by or against Defendant or any of the Released Parties.

18           8. All Participating Class Members are bound by this Final Order and Judgment and  
19 by the terms of the parties' Settlement Agreement, including releases provided for in the  
20 Settlement and this Final Order and Judgment. As of the effective date of Settlement, by  
21 operation of the entry of this Final Judgment and Order, each Participating Class Member,  
22 including Plaintiff, shall be deemed to have fully released, waived, relinquished, and discharged,  
23 to the fullest extent permitted by law, all Released Claims that he or she may have against the  
24 Released Parties as outlined below:

25           Upon the Settlement Date, and except as to such rights or claims as may be created by this  
26 Agreement, each Participating Class Member fully releases and discharges Defendant, its  
27 present, former, and future parents, subsidiaries, affiliates, predecessors, successors and  
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1 assigns, and each of their respective past and present members, shareholders, directors,  
2 officers, employees, agents, servants, registered representatives, insurers, and attorneys  
3 (collectively hereafter, the “**Released Parties**”) from any and all claims, debts, liabilities,  
4 demands, obligations, guarantees, actions, or causes of action of whatever kind or nature,  
5 whether known or unknown, from April 15, 2012, through April 15, 2017, that were or  
6 could have been alleged based on the claims, facts and/or allegations contained in  
7 Plaintiff’s Complaint and/or First Amended Complaint (hereinafter, the “**Released**  
8 **Claims**”), including those arising out of or related to all claims based on failure to pay  
9 minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to  
10 provide rest periods, failure to pay meal period and/or rest period premium compensation,  
11 waiting time penalties for failure to pay all wages due upon termination of employment,  
12 failure to provide accurate wage statements, and violation of California Business &  
13 Professions Code Section 17200*et seq.* including all claims of any kind for minimum  
14 wages, regular wages, overtime wages, premium pay, liquidated damages, statutory  
15 penalties, civil penalties, restitution, interest, injunctive relief, punitive damages, other  
16 damages, costs, expenses and attorneys’ fees arising from the alleged violation of any  
17 provision of common law or statutory law which were or could have been raised as part of  
18 Plaintiff’s claims including but not limited to claims under California Labor Code  
19 Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197,  
20 1197.1, 1198, and 2698, *et seq.*, and all provisions of the California Industrial Welfare  
21 Commission Wage Orders that provide the same or similar protection(s). As set forth in  
22 the Settlement Agreement, FLSA Participating Class Members will also expressly release  
23 in writing any and all claims under the Fair Labor Standards Act of 1938, as amended, 29  
24 U.S.C. §§ 201, *et seq.*, that are or could be based on or related to the same matters alleged  
25 in the Complaint and/or First Amended Complaint.  
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1           9.       The Court permanently enjoins, bars, and forever precludes all Participating Class  
2 Members from initiating, pursuing, or prosecuting in any forum (or allowing to be initiated,  
3 pursued, or prosecuted in their own right or on their own behalf) any of the Released Claims.

4           10.      Class Members were given a full opportunity to participate in the Final Approval  
5 Hearing, and all Class Members and other persons wishing to be heard have been heard.  
6 Accordingly, the Court determines that all Participating Class Members are bound by this Order.

7           11.      The Court has considered all relevant factors for determining the fairness of the  
8 settlement and has concluded that all such factors weigh in favor of granting final approval. In  
9 particular, the Court finds that the settlement was reached following meaningful discovery and  
10 investigation conducted by Plaintiff's counsel; that the settlement is the result of serious,  
11 informed, adversarial and arm's-length negotiations between the parties; and that the terms of the  
12 settlement are, in all respects, fair, adequate, and reasonable.

13          12.      In so finding, the Court has considered all evidence presented, including evidence  
14 regarding the strength of the Plaintiff's case; the risk, expense, and complexity of the claims  
15 presented; the likely duration of further litigation; the amount offered in settlement; the extent of  
16 investigation and discovery completed; and the experience and views of Plaintiff's counsel. The  
17 Court has also considered the absence of objection to the settlement.

18          13.      The Court hereby finds the Payments to Participating Class Members under the  
19 terms of the Settlement to be fair and reasonable in light of all the circumstances. The Court,  
20 therefore, orders the calculations and payments to be made and administered in accordance with  
21 the terms of the Settlement Agreement.

22          14.      The Court finds that the services provided by the Administrator were for the  
23 benefit of the Class, and the cost of \$25,000.00 is fair, reasonable, and appropriate for  
24 reimbursement. The Court approves payment to Rust Consulting, Inc. for administration fees,  
25 which include all costs and fees incurred to date, as well as estimated costs and fees involved in  
26 completing the administration of the Settlement.

1           15.     The Court confirms The Markham Law Firm and United Employees Law Group  
2 as Class Counsel in this action. The Court finds that Class Counsel have the sufficient  
3 experience, knowledge, and skill to promote and safeguard the interests of the Class. The Court,  
4 therefore, finds that Plaintiff's counsel satisfy the professional and ethical obligations of Class  
5 Counsel.

6           16.     The Court further approves an award of attorneys' fees of \$185,149.25. The Court  
7 finds that this amount is supported by both the application of the percentage fee and the lodestar-  
8 plus-multiplier methods for awarding reasonable attorneys' fees.

9           17.     In the course of this litigation, Class Counsel incurred \$11,634.00 in costs in the  
10 form of court filing fees, mediation fees, deposition transcripts, document copying fees, legal  
11 research charges, deposition travel expenses, and delivery charges. The Court approves the  
12 reimbursement of Class Counsel's costs in the amount of \$11,634.00, pursuant to the terms of the  
13 Settlement Agreement.

14           18.     The Court finds that Lindsay Santini is a suitable representative for the Settlement  
15 Class and is hereby appointed the Class Representative. The Court finds that Class  
16 Representative's investment and commitment to the litigation and its outcome ensured adequate  
17 and zealous advocacy for the Settlement Class, and her interests are aligned with those of the  
18 Settlement Class.

19           19.     The Court finds Class Representative's Service Payment Award in the amount of  
20 \$5,000.00 fair and reasonable compensation based upon the evidence presented regarding the  
21 services provided and risks incurred by Plaintiff in assisting Class Counsel.

22           20.     Without affecting the finality of this Final Judgment and Order, the Court reserves  
23 continuing and exclusive jurisdiction over the parties to the Settlement, including Defendant and  
24 Class Members, to administer, supervise, construe and enforce the Settlement in accordance with  
25 its terms.


26           21.     In the event the Judgment is overturned, reversed, not affirmed in its entirety, or  
27 never becomes final, the Payment Date does not occur, or the Settlement Agreement is nullified  
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1 or modified for any reason, Wells Fargo does not waive any and all rights, including its right to  
2 oppose class certification. The Settlement Agreement is a settlement document and shall be  
3 inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret,  
4 or enforce the Settlement Agreement.

5 22. Whether or not the Settlement is finally approved, neither the Settlement nor any  
6 of its terms, nor any order, the Judgment, document, statement, proceeding or conduct related to  
7 this Settlement Agreement nor any accounts or reports thereof, shall in any event be: (a)  
8 construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any  
9 purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption,  
10 concession, indication or admission by any of the Released Parties of any liability, fault,  
11 wrongdoing, omission, concession or damage; and/or (b) disclosed, referred to or offered or  
12 received in evidence against any of the Released Parties, in any further proceeding in this Action,  
13 or in any other civil, criminal, administrative action or proceeding of any type, except for the  
14 purposes of settling this Action pursuant to the terms of the Settlement Agreement, enforcing the  
15 Settlement Agreement or Judgment, or enforcing the release of the Released Claims; or (c) used  
16 in any other way for any other purpose.

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19 **IT IS SO ORDERED.**

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22 DATED: September 13, 2017

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24 YVONNE GONZALEZ ROGERS  
25 UNITED STATES DISTRICT COURT JUDGE  
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